

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILROSE CONSULTANTS, LLC		07/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OFS AGENCY SERVICES, LLC		
Street Address:	10 S. WACKER DR #2500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87722858	CODE ON THE ROAD	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	Three Bryant Park		
Address Line 2:	1095 Avenue of the Americas, 26th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	396466-168225		
NAME OF SUBMITTER:	Michael Riego		
SIGNATURE:	/Michael Riego/		
DATE SIGNED:	07/17/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this July 16, 2019, by and among **MILROSE CONSULTANTS, LLC**, a Delaware limited liability company (the “**Grantor**”) and **OFS AGENCY SERVICES, LLC**, a Delaware limited liability company (“**OFS**”), as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns in such capacities, the “**Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, MILROSE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), **MILROSE ACQUISITION, INC.**, a Delaware corporation (“**Buyer**” and, with Holdings and the Subsidiaries thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, collectively, the “**Guarantors**” and each a “**Guarantor**”), **MILROSE CONSULTANTS, LLC**, a Delaware limited liability company (the “**Borrower**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and the Agent have entered into a Credit Agreement, dated as of July 16, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Loan Parties, including the Grantor, have entered into the Security Agreement, dated as of July 16, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks and Trademark Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks and the Trademark Licenses referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new Trademarks or Trademark Licenses or renewal or extension of any Trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights or Trademark Licenses of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The provisions of Section 1.02, 1.05 and 1.08 of the Credit Agreement shall be incorporated by reference herein mutatis mutandis.

7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

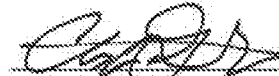
[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MILROSE CONSULTANTS, LLC,
a Delaware limited liability company

By:



Name: Christopher Grambling

Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006695 FRAME: 0851

AGENT:

OFS AGENCY SERVICES, LLC,
as Agent

By: 
Name: Tod K. Reichert
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Milrose Consultants, LLC (registered in the name of Milrose Consultants, Inc.)	USA	# 87722858	August 14, 2018	December 15, 2017	Milrose Consultants Inc.	"CODE ON THE ROAD"

Pending Trademark Applications

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>

Agreements

<u>Name of Grantor</u>	<u>Agreement</u>	<u>Parties</u>	<u>License Exclusive/Nonexclusive</u>